



**PATENT**  
Attorney Docket No. 403204

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

In re Application of:

Henri Louis DREAN

Application No. 10/827,312

Filed: April 20, 2004

Art Unit: 1754

Examiner: N. Nguyen

For: MATERIAL AND METHOD FOR  
TREATING GASEOUS MEDIA  
CONTAINING VOLATILE ORGANIC  
COMPOUNDS

**TERMINAL DISCLAIMER UNDER 37 CFR 1.321**

Assignee, Rasar Holding N.V. (hereinafter "Rasar"), is the owner of 100 percent interest in the above-identified application (hereinafter "the present application").

Pursuant to 37 CFR 3.73(b), the assignment of the present application from the inventor, or chain of title from the inventor, to an intermediate owner was recorded in the United States Patent and Trademark Office at Reel 015861, Frame 0488, on April 6, 2005, and from the intermediate owner to Rasar pursuant to an assignment, a copy of which is attached and which is being submitted contemporaneously with this Terminal Disclaimer for recording in the assignment records of the United States Patent and Trademark Office.

Also, pursuant to 37 CFR 3.73(b), the undersigned has reviewed all the evidentiary documents accompanying or referred to in this Terminal Disclaimer and, to the best of the undersigned's knowledge and belief, certifies that title is in the Assignee.

Assignee, through its attorneys, hereby disclaims, except as provided below, the terminal part of the statutory term of any patent granted on the present application that would extend beyond the expiration date of the full statutory term defined in 35 USC 154 to 156 and 173 of U.S. Patent No. 6,723,296 (hereinafter "the prior patent"), as shortened by any terminal disclaimer filed prior to the grant of the prior patent. Assignee, through its attorneys, further agrees that any patent granted on the present application shall be enforceable only for and during such period that its legal title is the same as the legal title to the prior patent, this agreement to run with any patent granted on the present application and to be binding upon the grantee, its successors, and assigns.

In making the above disclaimer, Assignee does not disclaim the terminal part of any patent granted on the present application that would extend to the expiration date of the full

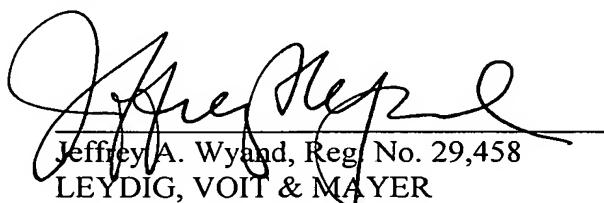
statutory term of the prior patent as defined in 35 USC 154 to 156 and 173 in the event the prior patent terminates prior to the expiration of its full statutory term as presently shortened by any terminal disclaimer filed prior to the grant of the patent. Examples of such non-applicable termination of the prior patent are as follows: (1) prior patent expires for failure to pay a maintenance fee, (2) prior patent is held unenforceable, (3) prior patent is found invalid by a court of competent jurisdiction, (4) prior patent is statutorily disclaimed in whole or terminally disclaimed under 37 CFR 1.321, (5) prior patent has all claims canceled by a reexamination certificate or reissue, and (6) prior patent is in any manner terminated prior to the expiration of its full statutory term as presently shortened by any terminal disclaimer.

In making this disclaimer, Assignee reserves the right to extend the term of any patent granted on the present application for a period of delay, in the event the delay is defined by statute and/or regulation as allowing, or providing for, an extension of term. This right is reserved in the event the prior patent terminates, or does not terminate, prior to the expiration of its full statutory term. Examples of such a delay include regulatory delay, and delay due to appellate review.

The undersigned is empowered to act on behalf of the Assignee.

The Commissioner is hereby authorized to charge to Deposit Account 12-1216 the fee of \$130.00 set forth in 37 CFR 1.20(d). A duplicate copy of this document is enclosed herewith for that purpose.

Respectfully submitted,



Jeffrey A. Wyand, Reg. No. 29,458  
LEYDIG, VOIT & MAYER  
700 Thirteenth Street, N.W., Suite 300  
Washington, DC 20005-3960  
(202) 737-6770 (telephone)  
(202) 737-6776 (facsimile)

Date: December 28, 2005  
JAW/tps

Leydig, Voit & Mayer  
700 Thirteenth Street, N.W.  
Suite 300  
Washington, D.C. 20005-3960

## **ASSIGNMENT**

**WHEREAS**, Ectium B.V. of Prof. J.H. Bavincklaan 7 1183 AT Amstelveen, Netherlands, (hereinafter referred to as Assignor), owns a certain invention entitled:

### **MATERIAL AND METHOD FOR TREATING GASEOUS MEDIA CONTAINING VOLATILE ORGANIC COMPOUNDS**

for which invention an application (provisional or non-provisional) was executed for a U.S. patent, which was filed on April 20, 2004, under U.S. Application No. 10/827,312, and

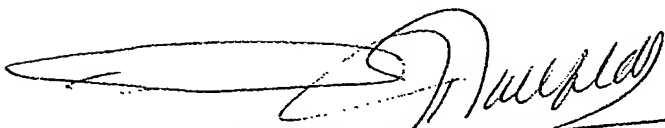
**WHEREAS**, Rasar Holding N.V., of Berg Arrarat 1, P.O. Box 3889, Curaçao, Netherlands Antilles (hereinafter referred to as Assignee), is desirous of acquiring the entire domestic right, title, and interest in and under the invention described in the patent application.

**NOW, THEREFORE**, for good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Assignor assigns and transfers to the Assignee and the Assignee's legal representatives, successors and assigns the full and exclusive rights in and to the invention in the U.S. and the entire right, title, and interest in and to the patent application and other such applications (e.g., provisional applications, non-provisional applications, continuations, continuations-in-part, divisionals, reissues, reexaminations, National phase applications, including petty patent applications, and utility model applications) that may be filed in the United States and every foreign country on the invention, and the patents, extensions, or derivations thereof, both foreign and domestic, that may issue thereon, and we do hereby authorize and request the Commissioner of Patents to issue U.S. patents to the above-mentioned Assignee agreeably with the terms of this assignment document.

**ASSIGNOR DOES HEREBY COVENANT** and agree with the Assignee that it will not execute any writing or do any act whatsoever conflicting with the terms of this assignment document set forth herein, and that Assignor will at any time upon request, without further or additional consideration, but at the expense of the Assignee, execute such additional assignments and other writings and do such additional acts as the Assignee may deem necessary or desirable to perfect the Assignee's enjoyment of this assignment, and render all necessary assistance in making application for and obtaining original, continuation, continuation-in-part, divisional, reissued, and reexamined, patents of the U.S. on the invention, and in enforcing any rights or choses in action accruing as a result of such applications or patents, and by executing statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind, and inure to the benefit of, the assigns and legal representatives of all parties hereto.

In re Appln. of 10/827,312  
Attorney Docket No. 403204

IN WITNESS WHEREOF, Assignor has caused one of its officers to hereunder set his hand  
on the date shown below.



Ectium B.V.

Date December 29, 2005

By \_\_\_\_\_

Rasar Holding N.V.  
By: MeesPierson Trust  
(Curacao) B.V.

\_\_\_\_\_  
Title

Assignment Corp (Revised 10/4/02)